

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII

1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on
PUUHALA APARTMENTS
Corner of Kihei Rd. & Waiohuli St.
Kihei, Maui, Hawaii

REGISTRATION NO. 699

IMPORTANT — Read This Report Before Buying

This Report Is Not an Approval or Disapproval of This Condominium Project

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project but may only take reservations therefore after

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: July 24, 1974
Expires: August 24, 1975

SPECIAL ATTENTION

A comprehensive reading of this report is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the purchaser or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JUNE 27, 1974 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF JULY 19, 1974. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT SET FORTH IN CHAPTER 514, HAWAII REVISED STATUTES.

1. PUUHALA APARTMENTS is a proposed fee simple condominium project consisting of fifty-two (52) apartments arranged throughout six (6) separate apartment buildings, a separate cabana/office building, swimming pool, and tennis courts. The project provides for fifty-three (53) open parking stalls, of which fifty-two (52) are each assigned to an apartment and one (1) is assigned to the Manager.

2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of a condominium project and issuance of this Preliminary Public Report.
3. The basic documents (Declaration Of Horizontal Property Regime, By-Laws of Association of Apartment Owners and a copy of the approved Floor Plans) have not been filed in the office of the recording officer.
4. No advertising or promotional matter has been submitted pursuant to rules and regulations promulgated by the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Hawaii Revised Statutes, Chapter 514, and the rules and regulations of the Hawaii Real Estate Commission which relate to Horizontal Property Regimes.
6. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, July 24, 1974, unless a Supplementary Public Report issues or the Commission, upon review of registration, issues an order extending the effective period of this report.
7. This Preliminary Public Report is made a part of the registration on PUUHALA APARTMENTS condominium project. The Developer is responsible for placing this Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers, and for securing a signed copy of the receipt for Horizontal Property Regime Public Report from each prospective purchaser.

NAME OF PROJECT: PUUHALA APARTMENTS

ZONING: A-1 (Low Density Apartments)

LOCATION: The approximate 119,328 Square Feet of land to be committed to the regime is situate on the west side of Kihei Road at Waiohuli, Keokea, Kula (Kihei), Maui, Hawaii.

TAX KEY: SECOND DIVISION 3-9-09-22 and 3-9-09-27

DEVELOPER: THE PUUHALA ASSOCIATES, a limited partnership organized under the laws of the State of Hawaii, whose address is: 269 East Papa Place, Kahului, Maui, Hawaii. The general partners are:

Harold L. Freitas
P. O. Box 147
Kihei, Maui, Hawaii 96753
Telephone: 877-5595

Tom T. Shibano
416 Liholiho Street
Wailuku, Maui, Hawaii 96793
Telephone: 244-9655

ATTORNEY REPRESENTING DEVELOPER: Crockett & Crockett (Attention: Mr. William F. Crockett), 38 South Market Street, Wailuku, Maui, Hawaii. Telephone: 244-3796.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime reflects that the project is to consist of fifty-two (52) apartments arranged throughout six (6) separate buildings, and a Cabana/Office Building, situate upon 119,328 square feet of land.

Apartment Building No. 1 will be constructed at the northwest corner of the land. Apartment Building No. 1 will when complete consist of two stories, including the ground floor, and thirteen (13) apartments.

Apartment Building No. 2 will be constructed at the southwest corner of the land. Apartment Building No. 2 will when complete consist of two stories, including the ground floor, and fifteen (15) apartments.

Apartment Building No. 3 will be constructed at the south corner of the land. Apartment Building No. 3 will when complete consist of two stories, including the ground floor, and seven (7) apartments.

Apartment Building No. 4 will be constructed at the southeast corner of the land. Apartment Building No. 4 will when complete consist of two stories, including the ground floor, and five (5) apartments.

Apartment Building No. 5 will be constructed at the north corner of the land. Apartment Building No. 5 will when complete consist of two stories, including the ground floor, and five (5) apartments.

Apartment Building No. 6 will be constructed at the northeast corner of the land. Apartment Building No. 6 will when complete consist of two stories, including the ground floor, and seven (7) apartments.

The principal materials of which each apartment building shall be constructed are as follows:

The foundation shall be of reinforced concrete; the ground floor slab shall be poured in place reinforced concrete on grade; the structural frame and the perimeter walls between the apartments, shall be of reinforced masonry, except that the end walls of each apartment building shall be of wood studs covered with exterior grade 5/8 inch thick grooved plywood siding; the floors above the ground floor (except the floors between apartments 226 and 227, 228 and 229, 230 and 231, 232 and 233, 234 and 235, 236 and 237, of Apartment Building No. 2) shall be of wood decking; the floors above the ground floor between the following pairs of apartments of Apartment Building No. 2:

226 and 227
228 and 229
230 and 231
232 and 233
234 and 235
236 and 237

shall be of wood decking covered with a 1-1/2 inch concrete topping; the walls within each apartment shall be of wood studs covered with gypsum board; the roof shall be gravel surfaced 20 year bonded built-up roof; the interior floors of the apartments shall be covered with carpet or vinyl.

The principal materials of which the Cabana/Office Building shall be constructed are as follows:

The foundation shall be of reinforced concrete; the ground floor slab shall be poured in place reinforced concrete on grade; the exterior walls shall be of wood studs covered with exterior grade 5/8 inch thick grooved plywood siding; the interior walls shall be of wood studs covered with gypsum board; the roof shall be gravel surfaced 20 year bonded built-up roof.

Apartments 101 through 113 are located in Apartment Building No. 1, and are numbered, in ascending order, from north to south. Apartments 226, 228, 230, 232, 234 and 236 are located on the ground floor of Apartment Building No. 2, and are numbered, in ascending order, from east to west. Apartments 227, 229, 231, 233, 235 and 237 are located on the second floor of Apartment Building No. 2, and are numbered, in ascending order, from east to west. Apartments 238, 239 and 240 are located in Apartment Building No. 2, and are numbered, in ascending order, from east to west. Apartments 341 through 347 are located in Apartment Building No. 3, and are numbered, in ascending order from west to east. Apartments 448 through 452 are located in Apartment Building No. 4, and are numbered, in ascending order, from west to east. Apartments 521 through 525 are located in Apartment Building No. 5, and are numbered, in ascending order, from north to south. Apartments 614 through 620 are located in Apartment Building No. 6, and are numbered, in ascending order, from north to south.

The apartments are of four types: A-Two Bedroom Apartments; B-Two Bedroom Apartments; C-Studio Apartments (Ground Level) and C-Studio Apartments (Second Level).

The following twenty-eight (28) apartments are A-Two Bedroom Apartments: 101, 102, 103, 104, 105, 238, 239, 240, 341, 342, 343, 344, 345, 346, 347, 448, 449, 450, 451, 452, 521, 522, 523, 524, 525, 618, 619 and 620.

Each A-Two Bedroom Apartment shall be located on two levels (the ground level of the apartment and the second level of the apartment), and shall consist of a living-dining area, kitchen, hall, bath, and lanai, all located on the ground level of the apartment, an interior stairway connecting the

ground level of the apartment and the second level of the apartment, and two bedrooms, hall and a bath, all located on the second level of the apartment, and each such apartment shall have an approximate enclosed floor space (two levels) of 1,015 square feet, a lanai of approximately 29 square feet, and an approximate total floor area of 1044 square feet.

The following twelve (12) apartments are B-Two Bedroom Apartments: 106, 107, 108, 109, 110, 111, 112, 113, 614, 615, 616 and 617.

Each B-Two Bedroom Apartment shall be located on two levels (the ground level of the apartment and the second level of the apartment), and shall consist of a living-dining area, kitchen, hall, bath, bedroom, and lanai, all located on the ground level of the apartment, an interior stairway connecting the ground level of the apartment and the second level of the apartment, and an open balcony area, hall, bath, and bedroom, all located on the second level of the apartment, and each such apartment shall have an approximate enclosed floor space (two levels) of 1,032 square feet, a lanai of approximately 29 square feet, and an approximate total floor area of 1077 square feet.

The following six (6) apartments are C-Studio Apartments (Ground Level): 226, 228, 230, 232, 234 and 236.

Each C-Studio Apartment (Ground Level) shall consist of a living-sleeping area, dining area, kitchen, dressing room, bath, and a lanai, and each such apartment shall have an approximate enclosed floor space of 465 square feet, a lanai of approximately 50 square feet, and an approximate total floor area of 515 square feet.

The following six (6) apartments are C-Studio Apartments (Second Level): 227, 229, 231, 233, 235 and 237.

Each C-Studio Apartment (Second Level) shall consist of a living-sleeping area, dining area, kitchen, dressing room, bath, a lanai, and an open wood stair from the ground level, and each such apartment shall have an approximate enclosed floor space of 465 square feet, a lanai of approximately 50 square feet, and an approximate total floor area (not including the stair) of 515 square feet.

Each apartment shall have immediate access to the land. (Each C-Studio Apartment (Second Level) includes a stair that connects the rest of the apartment with the land.)

Each apartment shall consist of the space measured horizontally by the distances between the interior surfaces of the perimeter walls of each apartment, and the space measured by the lanai of each apartment, and the space measured by the stair of each apartment with a stair, and measured vertically by the distances between the topside wood or concrete surface

of the floor (as the case may be) and the underside surface of the ceiling of each apartment (in the case of each apartment located on two levels, the topside surface of the floor shall mean the concrete floor of the ground level, and the underside surface of the ceiling shall mean the ceiling over the second level, and, in the case of each B-Two Bedroom Apartment, the ceiling over that portion of the ground level not covered by the second level).

In addition to the rights and easements created and established by Haw. Rev. Stat. Chapter 514 in and with respect to the common elements of the horizontal property regime hereby established, each apartment shall have appurtenant thereto, under and by virtue of the Declaration Of Horizontal Property Regime, a non-exclusive easement in the common elements designed for such purpose for ingress and egress, utility services, support, maintenance and repair, as the case may be; and the association shall have the irrevocable right, under and by virtue of the Declaration Of Horizontal Property Regime, and in addition to the rights created and given to the apartment owners by Haw. Rev. Stat. Section 514-6(f), to be exercised by its Board of Directors, Manager or Managing Agent, as the case may be, to enter each apartment from time to time during reasonable hours as may be necessary for the repair, replacement, restoration or installation of any common element.

COMMON ELEMENTS: The proposed Declaration reflects that the common elements include:

(a) The land heretofore described, and the super-adjacent airspace above the roof, and next to the exterior walls, of the apartment buildings.

(b) All foundations, columns, girders, beams, supports, bearing walls, roof, structural frame (except that the windows, and window frames, doors and door frames, for each apartment, located within the structural frame of an apartment building, shall be a part of the apartment, and not a common element), perimeter walls between apartments, and floors and ceilings.

(c) The swimming pool and filtration plant, tennis court, Cabana/Office Building, outdoor lighting, and the parking stall, located at the southeast corner of the property, and shown on the Condominium Map as "Park Manager".

(d) All central and appurtenant installations for services such as power, light, telephone, gas, hot and cold water, refrigeration, television, sewage disposal, and other utilities (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located within common elements or within apartments), and all tanks, pumps, motors, fans, compressors, ducts and other apparatus and installations existing for common use.

(e) All tangible personal property, accounts, general intangibles, instruments and money, and any apartment acquired and held by the Association or the Board of Directors of the horizontal property regime, or their agents, for the administration, maintenance, safety and operation of the common elements of the regime, or for the common use and benefit of the apartment owners.

(f) All other apparatus and installations existing for, or rationally of common use to, or necessary or convenient to the existence, maintenance or safety of all the apartments of the horizontal property regime.

LIMITED COMMON ELEMENTS:

(a) There shall be appurtenant to each apartment, as a limited common element, appertaining to and reserved for the exclusive use of each apartment, parking stalls located in the parking area as shown and marked on the Condominium Map by the number corresponding to the apartment to which it appertains.

(b) There shall be appurtenant to each of the following apartments, individually, as a limited common element, appertaining to and reserved for the exclusive use of each such apartment, those portions of the land, immediately adjacent to the entry for each such apartment, as shown and marked on the Condominium Map, with the approximate rectangular dimensions shown below opposite each such apartment:

Apartment No.	101	23 feet x 15.5 feet
	102	11 feet x 15.5 feet
	103	11 feet x 15.5 feet
	104	13 feet x 15.5 feet
	105	13 feet x 15.5 feet
	106	15 feet x 15.5 feet
	107	15 feet x 15.5 feet
	108	12 feet x 15.5 feet
	109	12 feet x 15.5 feet
	110	12 feet x 15.5 feet
	111	12 feet x 15.5 feet
	112	12 feet x 15.5 feet
	113	12 feet x 15.5 feet
	226	14 feet x 15.5 feet
	228	14 feet x 15.5 feet
	230	14 feet x 15.5 feet
	232	14 feet x 15.5 feet
	234	13 feet x 15.5 feet
	236	13 feet x 15.5 feet
	238	16 feet x 15.5 feet
	239	16 feet x 15.5 feet
	240	16 feet x 15.5 feet
	341	14 feet x 15.5 feet
	342	14 feet x 15.5 feet
	343	17 feet x 15.5 feet
	344	17 feet x 15.5 feet
	345	16 feet x 15.5 feet
	346	16 feet x 15.5 feet
	347	16 feet x 15.5 feet
	448	16 feet x 15.5 feet
	449	16 feet x 15.5 feet
	450	16 feet x 15.5 feet
	451	20 feet x 15.5 feet
	452	20 feet x 15.5 feet

Apartment No.	521	12 feet x 15.5 feet
	522	15 feet x 15.5 feet
	523	15 feet x 15.5 feet
	524	12 feet x 15.5 feet
	525	12 feet x 15.5 feet
	614	12 feet x 15.5 feet
	615	12 feet x 15.5 feet
	616	12 feet x 15.5 feet
	617	12 feet x 15.5 feet
	618	18 feet x 15.5 feet
	619	12 feet x 15.5 feet
	620	12 feet x 15.5 feet

and all costs and expenses of every description pertaining thereto, including but not limited to the cost of the maintenance and repair thereof, shall be charged to the owner of such apartment.

(c) Any pump, motor, fan, compressor or duct, or any installation for power, light, telephone, gas, hot and cold water, heating, refrigeration, television, sewage disposal, air conditioning, or other utilities, (including all pipes, ducts, wires, cables and conduits used in connection therewith), located in a common element, designed to serve only one apartment, (that is, not designed or existing for common use), shall be appurtenant to such apartment as a limited common element, and the same shall be reserved for the exclusive use and benefit of such apartment, and all costs and expenses of every description pertaining thereto including but not limited to the cost of the maintenance, repair and replacement thereof, and the making of any additions and improvements thereto, shall be charged to the owner of such apartment.

INTEREST TO BE CONVEYED TO PURCHASER: The proposed Declaration reflects that the percentage of undivided interest in the common elements appertaining to the apartments is as follows:

Apartment No.	101	2.148325%
	102	2.148325%
	103	2.148325%
	104	2.148325%
	105	2.148325%
	106	2.260695%
	107	2.260695%
	108	2.260695%
	109	2.260695%
	110	2.260695%
	111	2.260695%
	112	2.260695%
	113	2.260695%
	226	1.062735%
	227	1.057025%
	228	1.062735%
	229	1.057025%
	230	1.062735%
	231	1.057025%
	232	1.062735%
	233	1.057025%

Apartment No.	234	1.062735%
	235	1.057025%
	236	1.062735%
	237	1.057025%
	238	2.148325%
	239	2.148325%
	240	2.148325%
	341	2.148325%
	342	2.148325%
	343	2.148325%
	344	2.148325%
	345	2.148325%
	346	2.148325%
	347	2.148325%
	448	2.148325%
	449	2.148325%
	450	2.148325%
	451	2.148325%
	452	2.148325%
	521	2.148325%
	522	2.148325%
	523	2.148325%
	524	2.148325%
	525	2.148325%
	614	2.260695%
	615	2.260695%
	616	2.260695%
	617	2.260695%
	618	2.148325%
	619	2.148325%
	620	2.148325%

The undivided interests established and to be conveyed with the respective "apartments" cannot be changed, and the Developer covenants and agrees that the undivided interests in the "common elements" and the fee simple titles to the respective "apartments" to be conveyed, shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective "apartment" even though the description in the instrument of conveyance or encumbrance may refer only to the fee simple title to the "apartment". The proportionate shares of the separate owners of the respective "apartments" in the profits and common expenses in the "common areas and facilities" as well as their proportionate representation for voting purposes in the Association of Apartment Owners shall be the undivided interest shown above.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The proposed Declaration reflects that the apartments are intended to be used as residential apartments, but such apartments may be leased or rented from time to time to transients.

OWNERSHIP OF TITLE: A Preliminary Report dated June 4, 1974, prepared by Long & Melone, Ltd., certifies that TOM T. SHIBANO, husband of Bernice S. Shibano and SHIGENOBU SHIBANO, husband of Fusae Shibano, have title to the land committed to the project as joint tenants.

ENCUMBRANCES AGAINST TITLE: The Preliminary Report, prepared June 4, 1974, by Long & Melone, Ltd., certifies that there are no liens or encumbrances of whatever kind or nature of record against said title save and except the following:

Taxes that may be due and owing and a lien on the land, reference is hereby made to the Office of the Tax Assessor of the Second Division, on the Island of Maui.

Agreement of Sale, dated March 28, 1973, recorded in Liber 9049 on Page 1, from Tom T. Shibano and Shigenobu Shibano to Harold L. Freitas.

Assignment of Agreement of Sale, dated February 1, 1974, recorded in Liber 9729 on Page 406, from Harold L. Freitas to Harold L. Freitas and Tom T. Shibano.

Sub-Agreement of Sale, dated February 1, 1974, recorded in Liber 9729 on Page 414, from Harold L. Freitas and Tom T. Shibano to The Puuhala Associates.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated June 10, 1974, identifies Long & Melone Escrow, Ltd., a Hawaii corporation, as the Escrow Agent.

On examination the specimen Contract of Sale and the executed Escrow Agreement are found to be in compliance with Hawaii Revised Statutes, Chapter 514, and particularly Hawaii Revised Statutes, Section 514-35 and Section 514-36 through Section 514-40.

Among other provisions the executed Escrow Agreement states that a purchaser under a contract of sale shall be entitled to a refund of all money deposited with Escrow, and Escrow shall return such funds to such purchaser, without interest, and less a cancellation fee of \$25 to be kept by Escrow, if a purchaser shall file with Escrow a written request for the refund of such funds, and if any of the following events shall have occurred:

(i) If funds were obtained from an apartment purchaser prior to the issuance of a final public report upon the project by the Hawaii Real Estate Commission, and there is a change in the plans for the buildings requiring the approval of the official of the County of Maui having jurisdiction over the issuance of permits for the construction of buildings, unless Developer obtains the written approval or acceptance of such specific change in building plans by such apartment purchaser.

(ii) The Final Public Report upon the project differs from the Preliminary Public Report, if any, upon the project issued by the Real Estate Commission of the State of Hawaii in any material respect.

(iii) Such Final Public Report is not issued within one (1) year from the date of issuance of such Preliminary Public Report, if any.

(iv) Upon the occurrence of any other event which, under Haw. Rev. Stat., Chapter 514, gives an apartment purchaser under a contract of sale the right to a refund of his purchase money deposited in escrow.

In addition, the Escrow Agreement provides that, in the event of the rescission of any contract of sale, including without limitation a rescission of a Contract of Sale by the Developer for the failure of an apartment purchaser to furnish evidence of its ability to provide funds for the purchase of such apartment, Escrow shall have the right to retain a reasonable cancellation fee for its services from the purchase price deposited by such apartment purchaser.

Among other provisions the Sales Contract provides that Vendor shall have the absolute right to rescind the Sales Contract, and terminate the Project, before the issuance of a final public report upon the Project by the Hawaii Real Estate Commission, if it fails to sell forty-one (41) apartments within twelve months after the issuance of a preliminary public report upon the Project by the Hawaii Real Estate Commission. In such event Vendor shall give Purchaser and Escrow written notice of rescission.

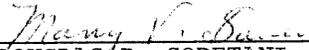
The specimen Contract of Sale states that the terms of the Escrow Agreement are made a part of the Contract of Sale by reference. It is incumbent upon the purchaser and prospective purchaser that he reads with care the Contract of Sale and the executed Escrow Agreement. The Escrow Agreement establishes how the proceeds from the apartments and all sums received from any source are placed in trust, as well as the retention and disbursement of said trust funds.

MANAGEMENT AND OPERATIONS: The By-Laws empower the Board of Directors with the authority to acquire and pay for the services of a person or firm to manage the Horizontal Property Regime. No property manager has been identified in the notice of intention to sell.

STATUS OF PROJECT: No building contract has been executed.

The purchaser or prospective purchaser should be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted June 27, 1974 and information subsequently filed on July 19, 1974.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 699 filed with the Commission on June 27, 1974.



(2) DOUGLAS R. SODEVANI, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:
DEPARTMENT OF TAXATION
BUREAU OF CONVEYANCES
PLANNING DEPARTMENT, COUNTY OF MAUI
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

REGISTRATION NO. 699
July 24, 1974